

AGREEMENT TO PAY AMOUNTS OWED

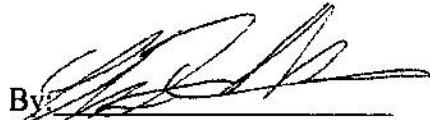
January 31, 2007

FOR VALUE RECEIVED, E-TICKETS SOFTWARE, a California corporation formed on April 17, 2003 (the "**PAYER**"), hereby promise to pay to the order of NEW YEAR'S NATION, LLC (the "**PAYEE**"), the principal sum as hereinafter set forth in Section 1 of this AGREEMENT TO PAY AMOUNTS OWED (the "**AGREEMENT**") in lawful money of the United States, pursuant to the terms and conditions hereof.

1. **Principal Amount.** The Payer agrees to pay to the order of Payee an aggregate principal amount of ninety seven thousand seventy three dollars and forty-five cents (\$97,073.45).
2. **Payment.** The Payer agrees to pay the principal amount set forth in Section 1 as follows: On or before February 6, 2006, Payer will wire the principal amount to an account designated by Payee. Payer will provide written confirmation of the wire transfer to Payee in a form acceptable to Payee.
3. **Prepayment Obligations.** Payer shall contact Payee every twenty-four (24) hours with a status report and Payer agrees to promptly return any phone calls from Payee, within twelve (12) hours of receipt.
4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its rules on conflicts of laws. The parties agree that any action, demand, claim or counterclaim relating to the terms and provisions of this Agreement, or to its breach, shall be commenced in New York in a state or federal district court of competent jurisdiction. Payer explicitly agrees to accept jurisdiction in New York.
5. **No Waiver.** No failure or delay on the part of Payee in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided herein are cumulative, and are not exclusive of any other rights, powers, privileges, or remedies, now or hereafter existing, at law or in equity or otherwise. Payer hereby waives presentment, demand for payment, notice of dishonor or acceleration, protest and notice of protest, and any and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this agreement.
6. **Amendments.** No amendment, modification, or waiver of any provision of this Agreement nor consent to any departure by Payer there from shall be effective unless the same shall be in writing and signed by Payee and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
7. **Severability.** The provisions of this Agreement are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall not in any manner affect such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.
8. **Headings.** The headings herein are for convenience only and shall not limit or define the meaning of the provisions of this Agreement

IN WITNESS WHEREOF, Payer has executed this Agreement to Pay Amounts Owed as of the date first set forth above.

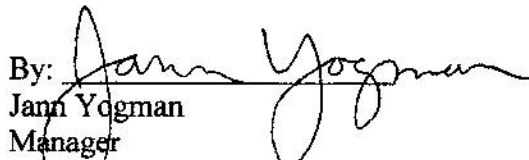
**E-TICKETS SOFTWARE,
a California Corporation**

By: 

Aaron L. Mortenson
Title: C.E.O.

Accepted by:

NEW YEAR'S NATION, LLC

By: 

Jann Yegman
Manager